NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE v.5

PAID UP OIL AND GAS LEASE

(No Surface Use)

__day of August
wife Kathleen

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essor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check Land such payments or tenders to Lessor or to the depository by deposition by deposition to the variety of the constitution and eposition y and to receive payment. If the depository proper recordable instrument naming another institution as depository agent to receive payment. Second a provided for in Paragraph 3, above, if Lessor drills a well which is incapsition of producing in paying quantities (increlative called "dry hole") on the leasest provided for in Paragraph 3, above, if Lessor drills a well which is incapsition of producing in paying quantities (increlative called "dry hole") on the leasest provided for the action of any governmental authority, then in the event this lesses is not otherwise being maintained in force it esteed entains to force if Lessor commences operations for revorting an existing wat or for drilling an additional well or for otherwise obtaining or restoring produce the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such ceasalton of all production, read of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force bit Lessor is negated in drilling, reworking or any radions researched by the or within 90 days after such ceasalton of all production. The production of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafted is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producting in paying quantities from the leased premises or lands production, wherever leases of each production, wherever the seasor of the production of the leased pr		unllu navannala			anne de la començão aux difeis	at Innacete selet	about or its sur-	nampora, wikiala akali
It and such payments or tenders to Lossor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the reask known to Lessoe shall, at Lessoe's frequest, deliver to Lessoe a proper recordable instrument naming another institution as depository agent to receive payment. 5. Except as provided for in Paragraph 3, above, if Lessoe drills a well which is incapable of producing in paying quantities (precinitally addressed payment). 5. Except as provided for in Paragraph 6 or the action of any overmental authority, then in the event this lease is not otherwise being maintained in force it artheless remain in force it lessoe commences operations for reworking an existing wall or for drilling an additional well or for otherwise being maintained in force it retheless remain in force it lessoe commences operations for reworking an existing maintained in force it is not otherwise obtaining or restoring production, and of the primary term, or at any time thereater, this locae is not otherwise being maintained in force but Lessoe is then engaged in drilling, reworking or any rations reasonably calculated to obtain or restore production therefrom, this lesses shall remain in force so tender substances covered hereby, as long therefore, it is production in paying quantities from the leased premises or lands peoled therewith. After production of all or any closer substances covered hereby, as long thereaft is production in paying quantities from the leased premises or lands pooled therewith as a reasonably production or long the paying quantities from the leased premises or lands pooled therewith as a reasonably production producting in paying quantities herein and contributed the production of the leased premises or lands pooled therewith as a reasonably production producting in paying quantities herein and contributed the production of the leased premises or lands pooled therewith as a reasonably production or land to the production of the leased premises or lands	essor's denositor	yany payments un v adent for receivir	u ijana ezaej ajin reda. Ibrahar zinaravan pr	se of changes in the or	essor or to cessor a credit it merchin of said land. All nav	ments or lenders r	nav be made in current	v. or by check or by
ress known to Lessee shall constitute propor payment. If the depository should liquidate or be succeeded by another institution, or for any reason fall or refuse to a ment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument amining another institution as depository agent to receive paymen 5. Except as provided for in Paragraph 3, above, if Lessee drills a well which is inceptible of producing in paying quantities (horeinatter called "dry hole") on the le mises or lands peopled therewith, or if all production (whether or not in paying quantities) permanently cases from any cause, including a revision of unit bound suant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lesse is not otherwise being maintained in force it exhibits provided to the control of the primary term, or at any time thereafter, this lesse is not otherwise being maintained in force but lessee is then engaged in drilling, reworking or any rations reasonably calculated to obtain or resolve production therefore, this lesses shall ormain in force so long as any one or more of such operations are proceduled essation of more than 80 consecutive days, and if any such operations result in the production of all or gape or other substances covered bereby, as long thereafter is production in paying quantities from the leased premises or lands pooled therewith. After completion of a world explaile of producing in paying quantities hereu see shall drill such additional wells on the leased premises or lands producing in paying quantities hereu see shall drill such additional wells on the leased premises or lands producing the producing in paying quantities or the leased premises as to formations then capable of producing the paying quantities or the leased premises to municiphensated driminage by any well or wells located on other lands not producid herewith. There shall be no covernant to drill explainate and paying quantities hereu see the producing mained the	It and such payme	ints or tenders to L	Lessor or to the depo	silory by deposit in the	US Mails in a stamped env	elope addressed to	o the depository or to th	e Lessor at the last
5. Except as provided for in Paragraph 3, above, if Lessee drills a well which is incapable of producing in paying quantities (incrinative called "dry hole") on the lesse is not observed in the production (whether or not in paying quantities) permently ceases from any cause, including a revisition of unit bound suant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lesse is not observed being maintained in force it detected to be compared to the production of production and the lessed premises or lands pooled therewith within 50 days after completion of operations or such dry hole or within 90 days after such cessation of all production, end of the primary term, or at any time thereafter, this lesse is not observed, the production of the primary term, or at any time thereafter, this lesse is not observed, the production of the primary term, or at any time thereafter, this lesse is not observed being maintained in force but Lessee is then engaged in drilling, reworking or any radions reasonably calculated to obtain or restore production therefore, this lesses shall remain in force so long as any one or more of such operations are production in preving quantities of the production in paying quantities because a shall drill such additional walts on the lessed premises or lands pooled therewith. After completion of a well capable of producing in paying quantities or the lessed premises as to formations then capable of producing in paying quantities on the lessed premises or lands pooled therewith, or (b) to protect premises from uncomponated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells o attended to the production of respect to such other lands or interests, as to any this or zones, and as to any or all substances covered by this lesse, either before or after the commencement of production, wherever Lessee deems it necessable to be not religious and the production and the paying qu	ress known to Les	see shall constitut	te proper payment. I	f the depository should	liquidate or be succeeded b	y another institutio	n, or for any reason fail	or refuse to accept
mises or lands pooled (horewith, or if all production (whother or not in paying quantitities) permanently ceasen from any cause, including a revision of unit bound sunt to the provisions of Paragraph 6 or the action of any governmental authority, then the event this lease is not otherwise being maintained in force if atthetess remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production, and of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any rations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted exassation of more than 80 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereaft is in production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities from the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumsia a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect each premise from uncomponsated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells of titional wells except as expressly provided herein. 6. Leasee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, formed by such pooling for an oil well which is not a horizontal completion shall not exceed 40 except by any governmental authority, or, in ordination for a gas well. In making the production of the paying quantities of the paying	ment hereunder, L	essor shall, at Les	see's request, delive	r to Lessee a proper rec	ordable instrument naming	another institution :	as depository agent to r	aceive payments.
uant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it attheless remaint in force it Lesses commences operations for reworking an existing well or of drilling an additional well or for otherwise obtaining or restorang production, and the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lesses is then engaged in drilling, reworking or any radions reasonably calculated to obtain or restore production therefore, this lease shall remain in force so long as any one or more of such operations are prosecuted essallan of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereaft essallan of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereaft is production in paying quantities from the leased premises or lands pooled therewith. A flow of the well capable of producing in paying quantities on the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstal o) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to prote depremises from uncomponated drinlings by any well or wells located on other leads on pooled therewith. There shall be no covenant to drill exploratory wells or time to except as expression of the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, or independent of production, whenever Leasee deems it necessare to do so in order to prudently develop or operate the leased premises, whether on to similar pooling authority oxists with respect to such oth	5. Except as pro-	ovided for in Parag	graph 3. above, if Les	ssee drills a well which	is incapable of producing in	paying quantities (neremaner caned "dry . co. lochribe a revision	note") on the leased
itheless remails in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production, and of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any along the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any along the production of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covored hereby, as long thereafte is production in paying quantities from the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar discussed is production in paying quantities from the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar discussed in producing in paying quantities from uncompensated drainage by uny well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or is a cross and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessal or to do so in order to prudently develop or operate the leased premises or in district the production, whenever Lessee deems it necessal or to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority oxists with respect to such other lands or interests, as to any so are substanced which is not a horizontal completion shall not exceed a so a horizontal completion with a maximum acroage tolerance of 10%, and for a gas well omate, the terms of well which is not a horizontal completion means an oil well w	naes of famos por transition the gravit	oled increwitt, of sions of Paragrap	in an production (with 6 or the action of	louiei oi not in paying Lanv doveramentol au	quantities, permanently cea Innelly then in the event the	nis lease is not of	se, mending a revision herwise being maintair	red in force it shal
its leased premises or lands pooled therewith within 90 days ofter completion of operations on such dry hole or within 90 days after such cassallor of all production, end of the primary torn, or at any time thereafter, this lease is not otherwise being maintained in force but Leases is then engaged in drilling, reworking or an order substances covered in drilling, reworking or any production of more than 90 consecutive days, and if any such operations result in the production of all or gas or other substances covered bretchy, as long thereaft is production in paying quantities from the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumsia of everyop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumsia of everyop the leased premises as oppressly provided herein. 6. Leases shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any this or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Leases deems it necessis, formed by such pooling for an oil well which is not a horizontal completion shall not exceed 30 acres plus a maximum acreage tolerance of 10%, and for a gas well accomplication shall not exceed 30 acres plus a maximum acreage tolerance of 10%, and for a gas well or horizontal completion shall not exceed 40 acres plus a maximum acreage tolerance of 10%, provided that a larger unit may be formed for an oil well or gas well or horizontal completion shall not exceed 30 acres plus a maximum acreage tolerance of 10%, and for a gas well or horizontal completion and shall production to the plus of	ertheless remain ir	n force if Lessee c	commences operation	is for reworlding an exis	ling well or for drilling an ad	dilional well or for	otherwise obtaining or	restoring production
rations reasonably calculated to obtain or restore production therefrom, this bease shall remain in force so long as any one or more of such operations are prosecuted ressation of more than 90 consecutive days, and if any such operations result in the production of oit or gas or other substances covered hereby, as horng thereath as a present of the result in the production of a well capable of producing in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereul as a present of the leased premises or formations there capable of producing in paying quantities on the leased premises or finds pooled therewith, or (b) to protee of premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells of titional wells except as expressly provided herein. 6. Leases shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any this or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Leasee deems it necessal part to do so norder to producting develop or operate the leased premises, whether or not similar pooling authority oxids with respect to such other lands or inferests, formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, provided that a larger unit may be formed for an oil well or gas well or placed to a completion in the part of t	he leased premise	es or lands pooled	therewith within 90 d	lays ofter completion of	operations on such dry hole	or within 90 days	after such cessation of	all production. If a
cessalion of more than 80 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereuses eshall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstals) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect seed premises that the production in the paying year of the leased premises or interests or lands pooled therewith, or (b) to protect seed premises and producing the provided herein. G. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessal per to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority oxists with respect to such other lands or interests, formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well contained to producing on the lease of the producing of density pattern that may be prescribed or permitted by any governmental authority, or, if no definition scribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas completion interval in facilities or equivalent to ipment; and the term "horizontal completion" mea	end of the primar	y term, or at any !	time thereafter, this I	lease is not otherwise I	peing maintained in force b	ul Lessoe Is then i	engaged in drilling, rew	orking or any other
e is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities horsus asee shall drill such additional wells on the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect premises from uncomponsated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells of kitonal wells except as expressly provided herein. 6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any this or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necess over to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority oxists with respect to such other lands or interests, formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, provided that a larger unit may be formed for an oil well will on the such or the purpletion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpletion for well and "gas well" shall have the meanings prescribed or permitted by any governmental authority will an initial gas-oil ratio of leas than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of leas than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of leas than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet per barrel and "gas well" means as well with an initial gas-oil ratio of 100,000 cubic feet per barrel and "gas well" means	rations reasonably	realculated to obta	ain or restore product	lion therefrom, this least	e shall remain in force so lot	ig as any one of h	ore of such operations	are prosecuted wiir r John Themaffer as
ice shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstal of develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect and premises from uncomponsated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells o tional wells except as expressly provided herein. 6. Leases shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any has or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Leases deems it necessal or to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage to the production of 400 acres plus a maximum acreage tolerance of 40%; provided that a larger unit may be formed for an oil well or gas well or horizontal conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the pure of foregoing, the terms foll well, and "gas well," and "gas well," and in initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well," means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well," means as well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well," means as well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well," means as well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas scompletion	essagon or more a is production in	navina duantition	ive days, and it any : from the leaved bron	suan aperauons result i nicos ar lande pooled ():	a me progocaon or an or ye prewith. After completion r	gs or <i>outer substar</i> of a well canable o	ices covorca nereny, a Fornducino in pavino α	<i>s iong mereaner as</i> Jantilies hereunder
a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect ed premises from uncomponsated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells o titional wells except as expressly provided herein. 6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any this or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessale to so in order to prudently develop or operate the leased premises, whether or not similar pooling authority oxists with respect to such other lands or interests, formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well completion shall not exceed 60 acres plus a maximum acreage tolerance of 10%, and for a gas well completion shall not exceed 60 acres plus a maximum acreage tolerance of 10%, provided that a larger unit may be formed for an oil well or pas well or horizontal completion shall not exceed 60 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or horizontal completion in a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or horizontal completion in an initial gas-oil ratio of less than 100,000 dubic feet per barrel and "gas well" which an initial gas-oil ratio of 100,000 to a more per barrel, based on 24-hour production test conducted under normal producting conditions using standard lease' separation facilities or equivalent te ipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in facilities or equivalent te ipment; and the term "hor	see shall drill such	r additional wells o	nom the leased premise	maes or lands pooled there:	with as a reasonably oruden	t operator would di	rill under the same or si	milar circumstances
ed premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells of tional wells except as expressly provided herein. G. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any this or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary in the content of the production shall not exceed 640 acres plus a maximum acreage tolerance of 10%, and for a gas well configured by such pooling and production of the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical of the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical of the term "horiz	a) develop the lea	ised premises as I	lo formations then ca	osble of producing in a	paving guantities on the lea	sed premises or la	inds pooled therewith,	or (b) to protect the
6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any chos or some, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary are to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests, formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well contain completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, provided that a larger unit may be formed for an oil well or gas well or horizontal comform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the pur le foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition cribed, "oil well" means a well with an initial gas-oil ratio of 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 or more per barrel, based on 24-hour production test conducted under narmal producing conditions using standard lease separator facilities or equivalent to prement; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in facilities or equivalent to prement; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the verbancing or reworking operations anywhere on a unit which includes all or any part of the gross completion interval in the reservoir exceeds the verbancing or reworking operations anywhere on a unit which he horizontal component of the leased premises s	ed premises from	uncompensated d	drainage by any well	or wells located on other	r lands not pooied therewitt	 There shall be r 	no covenant to drill expl	oratory wells or any
this or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessaries to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority oxists with respect to such other lands or interests. formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas we contain completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, provided that a larger unit may be formed for an oil well or gas well or horize pletion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the pure to foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition or lease than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard leases separator facilities or equivalent to pment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in facilities or equivalent to pment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the very pment, and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the very pment, and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the very pment, and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the res	tional wells excep	t as expressly prov	vided herein.		10/2 1 1 1 1 1 - 1		wy other lands or inter-	ele an in any or a
ier to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or inferests. Formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizonal to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the pure is foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition cribed, "oil well" means a well with an initial gas-oil ratio of 100,000 in or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard loase' separator facilities or equivalent to prescribe and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in facilities or equivalent to prescribe the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in facilities or equivalent test prometry and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the verbonent thereof. In exercising its pooling rights horounder, Lessee shall file of record a written declaration describing the unit and stating the effective date of postaction, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production whice acreage covered by this lease and included in the unit bears to the total gross acreage in the unit but only to the extent su	u. Lessee shall	have the right but	t not the obligation to	o pool all or any part of	the leased premises of inte	prest therem with a	ny other lands of intere	asis, as it dilly or all ame it necessary o
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7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devicees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferred to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the archaect interest shall not affect the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferree in proportion to the net accessed interest in this lease then held by each

pay or tender shut-in royalities hereunder shall be divided between Lessee and the transferce in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or lender shut-in revailies shall be proportionately reduced

in accordance with the net acreage interest retained hereunder.

in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of reads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notivithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands posed therewith. When requested by Lesser and the leased premises or lands posed the paragraph and the leased of the leased premises or lands posed the leased and the leased by Lessor and the leased premises or lands posed the leased premise or lands posed the leased premises or lands posed the leased and the leased premises or lands posed the leased by Lessor and the leased by Lessor the leased lease and lease or lands posed leaven the leased by Lessor and the leased lease and lease or leased premises or lands posed leaven leased by Lessor and lease or leased lease and lea

other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lesser's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the tern of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or dalayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not be flable for breach of any express or inclined covernation, production or other operations are so prevented, delayed or interrupted.

control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof, Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona lide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessoe in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is iltigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore

14. For the same consideration to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Losson hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lossee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royally or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-n royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's little, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been turnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

operations.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original. DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, hours and royally, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the heirs, devisees, executors, administrators, successors and assigns, whethere	e date first written above, but upon execution shall be binding on the signatory and the sign er or not this lease has been executed by all parties hereinabove named as Lessor.
LESSOR (WHETHER ONE OR MORE) Ag Alignaph. By: GEORGE H. RUSS JR.	Litklean Thuss By: Lathleen Thuss
STATE OF <u>JEXAS</u> COUNTY OF <u>Tairant</u> This instrument was acknowledged before me on the <u>B</u> by: <u>George 14</u> . Tross Jr. and wife	day of AUGUST 2008, Rath Leen FTICKS
Notes Public States of Texas My Somm Gap AP. 17. 2012	Notary Public, State of Zex45 Notary's name (printed): Jasens Start's Notary's commission expires: 44 108
STATE OF	



DALE RESOURCES LLC 2100 ROSS AVE STE 1870 LB-9

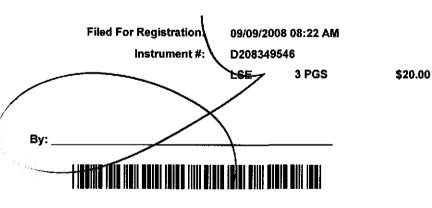
DALLAS

TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.



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